

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
KARUK TRIBE OF CALIFORNIA
AND THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION

RELATIVE TO ACTIVITIES, PROJECTS AND ISSUES
ALONG STATE ROUTE 96, POST MILES HUM 26.3 TO SIS 61.1

SECTION 1. PURPOSE

The purpose of this Memorandum of Understanding (hereinafter referred to as MOU) is to maintain open, ongoing lines of communication between the Karuk Tribe of California (hereinafter referred to as TRIBE) and the California Department of Transportation (hereinafter referred to as CALTRANS); or collectively as PARTIES, to resolve issues and concerns relating to rights of way, encroachments, highway improvement projects and maintenance, utilities, and general responsibilities within the TRIBE'S Ancestral Territory (Indian Lands) along State Route 96 post limits HUM 26.3 to SIS 61.1 (Klamath River Bridge) (see Attachment C map.). This MOU does not address nor does it mean to resolve issues regarding disputed tribal territories and/or other third party concerns.

This MOU supersedes the MOU of 2000.

NOTE: Caltrans' areas of responsibility are divided between District 1 and District 2 as follows:

	District 1	District 2
Maintenance	Orleans Yard	Seiad Yard
	Hum 96 26.30 to 44.98	Sis 96 23.27 to 61.10
	Sis 0.00 to 23.27	
All Other Functions	Humboldt County	Siskiyou County

SECTION 2. PRESERVATION OF RIGHTS AND INTERESTS

This MOU preserves existing rights and interests, of the PARTIES in lands, properties, and related issues concerning projects or activities within the subject limits. The PARTIES agree, to the greatest extent possible, to attempt resolution of issues and concerns between them in a manner to facilitate the objectives of each. This MOU, and any terms used in any agreement(s) arising under it, shall be so construed as to preserve all existing rights, if any, of the PARTIES.

SECTION 3. TRIBAL LANDS

On all issues related to Tribal trust or fee lands the contacts for the TRIBE are the Land Manager and Director of the Department of Natural Resources.

SECTION 3 INTERGOVERNMENTAL REVIEW & ENCROACHMENTS

CALTRANS AGREES:

- a) That requests from the TRIBE for Intergovernmental Review and encroachment permits within State Route 96 highway right of way will be given prompt consideration.
- b) That Intergovernmental Review and encroachment permits for work within State Route 96 highway right of way will be processed in a timely manner at no cost to the TRIBE.
- c) That the designated contact for Intergovernmental Review will be the District IGR Reviewer in Eureka for Humboldt County and in Redding for Siskiyou County.
- d) That the designated contact for encroachment permits will be the District Permits Engineer in Eureka for Humboldt County and in Redding for Siskiyou County.

TRIBE AGREES:

- a) That utility facilities will be placed outside of the State Route 96 highway right of way whenever feasible.
- b) That an Intergovernmental Review and an Encroachment Permit will be requested from CALTRANS whenever improvement or maintenance of a facility is necessary within State Route 96 highway right of way.
- c) That location of facilities to be constructed within State Route 96 highway right of way will require CALTRANS approval.
- d) That the designated contact for all issues related to this section shall be the Director of the Department of Natural Resources and the Land Manager of the TRIBE.

SECTION 4. MAINTENANCE

CALTRANS AGREES:

- a) That Districts 1 and 2 Public Information Office will email the Road Information Bulletin (RIB) for planned work to the Director of the Department of Natural Resources of the TRIBE. The (RIB) will include road closures, traffic control, and any work on the state highway.
- b) That the Native American Liaisons shall provide Disposal Site Maps to the Director of the Department of Natural Resources and the Land Manager of the TRIBE. Disposal areas outside the State right-of-way (on public or private land) will have as lead the respective Caltrans Right of Way office. CALTRANS will consult with the TRIBE when entering into new agreements or modifying existing disposal agreements. The Liaisons will provide additional mapping for those changes.
- c) That, for issues related to this section, the CALTRANS Maintenance Supervisors in District 1 and 2 (Orleans and Seiad) are the designated contacts.

TRIBE AGREES:

- a) That the TRIBE will provide timely review and comment on CALTRANS planned ongoing and completed maintenance projects and activities.
- b) That the Director of the Department of Natural Resources and the Land Manager are the designated contacts for all issues related to this section.
- c) That the TRIBE will notify CALTRANS immediately if the TRIBE believes any maintenance activity has adversely affected any sensitive resource.
- d) That to the extent possible the TRIBE will provide comment on impacts within two working days of CALTRANS' notice of a planned CALTRANS Maintenance activity or project and within fifteen days following the completion of the Maintenance project or activity.

SECTION 5. PROJECT PLANNING THROUGH PROJECT CONSTRUCTION

CALTRANS AGREES:

- a) That the Project Manager will insure consultation with the TRIBE in all phases of Project Development including the pre-programming phase.
- b) That the TRIBE will be invited to be a member of any formal Project Development Teams (PDT) related to the areas covered in this MOU.
- c) That the Project Manager will notify, in a timely manner, the Director of the Department of Natural Resources of the TRIBE of formal Project Development Team Meetings.
- d) That the CALTRANS Archaeologist will contact the Director of the Department of Natural Resources at least one week before scheduling any archaeological survey or investigation by CALTRANS or Consultant staff.
- e) That before beginning any construction project, with the exception of informal bid contracts; the Resident Engineer (RE) will invite the TRIBE, with at least one week's notice, to a meeting with the contractor. Due to the urgency and tight time constraints involved with informal bid contracts it is understood one-week's notice is not practical. On these contracts the Resident Engineer will arrange for a meeting with the contractor and TRIBE prior to construction with notice as early as practical.
- f) That the Native American Liaisons will provide to the TRIBE on a quarterly basis, a Status of Projects within the Ancestral Territory.

TRIBE AGREES:

- a) That the TRIBE will provide timely review and comment on CALTRANS' planned projects and activities within the Ancestral Area.
- b) That the Director of the Department of Natural Resources of the TRIBE is designated contact for all issues related to Project Development and Construction.
- c) That the Director of the Department of Natural Resources is the designated contact for all issues related to archaeological and cultural resources and monitoring coordination and scheduling.

SECTION 6. CEREMONIES

CALTRANS AGREES:

- a) That Maintenance and/or Construction activities will be coordinated with the TRIBE to prevent interference with Karuk Tribal ceremonies.
- b) That the Native American Liaisons shall be the designated contact for CALTRANS for all issues related to this Section.

TRIBE AGREES:

That the Director of Natural Resources will provide the annual Ceremonial Calendar to the D-1 & 2 Native American Liaisons by April 1 of each year.

SECTION 7. EMERGENCIES

IT IS MUTALLY AGREED:

In the case of an emergency within the Ancestral Territory of the Karuk TRIBE, as soon as either of the PARTIES has identified an emergency or possible emergency, the designated contacts shall be notified. The designated contact for the TRIBE is the Director of the Department of Natural Resources and/or the Watershed Restoration Coordinator and Land Manager the. The designated contacts for CALTRANS are Maintenance Supervisors in District 1 and 2, as related to the specific area, and the Native American Liaisons.

SECTION 8. COOPERATION

Nothing herein contained will be construed as limiting the extent of the cooperation and partnership necessary between PARTIES hereto for continued maintenance, operation, and improvement of State Route 96 by CALTRANS or activities or projects of the TRIBE.

Annual government-to-government meetings will be held with the Chairman and other representatives of the TRIBE and CALTRANS Districts 1 and 2 Directors. These formal meetings are for the purpose of providing interactive updates and review of upcoming or ongoing projects and to monitor the effectiveness of this MOU. These meetings will be held each September. Initial planning for the meeting will be initiated by District 1 & District 2 Native American Liaisons. (See Attachment B – Meeting Schedule).

Any party to this agreement may request additional meetings, which shall be held if mutually agreed upon by the PARTIES.

Section 9. ISSUE RESOLUTION

On occasion, conflicts may occur as the TRIBE and CALTRANS fulfill their roles and responsibilities. If conflict occurs, the parties will seek resolution at the lowest level. If an impasse is reached, parties may request a meeting of the Tribal Chair and the appropriate CALTRANS District Director to resolve the issue. The Karuk Director of the Department of Natural Resources or the Caltrans Native American Liaison can make arrangements for the meeting. The Contact Matrix (Attachment A) provides guidance regarding the appropriate contacts for various types of issues. The Contact List will be updated as needed by the Native American Liaisons.

SECTION 10. DURATION OF MOU

This MOU will remain in effect until terminated by a thirty (30) day advance written notice of either PARTY. This MOU can be revised and modified as necessary by mutual consent by both PARTIES through the issuance of a written amendment, signed and dated by all PARTIES.

State of California
Department of Transportation



CHARLES C FIELDER
District Director
District 1

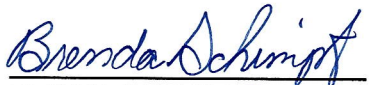
Date July 31, 2008

Karuk Tribe of California



ARCH SUPER
Tribal Chairman

Date 06/26/08



~~BRIAN CRANE~~ **BRENDA SCHIMPF**
District Director
District 2

Date August 10, 2008